

01-08-2002



101936271

UNITED STATES PATENT AND TRADEMARK OFFICE

10-25-01

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks:

Please record the attached original document or copy thereof.

1. Name and address of conveying party:

Fleet National Bank, as Agent  
100 Federal Street  
Boston, MA 02110

A national banking association.

2. Name and address of receiving party:

The Territory Ahead, Inc.  
5568 West Chester Road  
West Chester, OH 45069

a Delaware corporation.

3. Nature of conveyance: Termination and Release of Security Interest in Trademarks dated as of October 18, 2001

4. Execution Date: October 18, 2001

5. Registration numbers:

See attached Exhibit A

1636913

6. Name and address of party to whom correspondence concerning document should be mailed:

Joseph F. Gilday  
Bingham Dana LLP  
150 Federal Street  
Boston, MA 02110

01/07/2002 DBYRNE

00000180 1636913

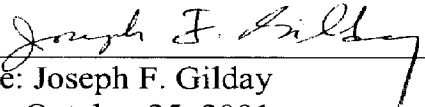
01 FC:481  
02 FC:482

40.00 OP  
125.00 OP

7. Total number of applications and registrations involved: 6

8. Total fee enclosed: \$165.00
9. Deposit account number: **[Not applicable]**
10. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

  
Name: Joseph F. Gilday  
Date: October 25, 2001

Total number of pages submitted (including cover sheet and any attached Schedules, and conveyance document and any attached Schedules): 7

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignment  
Washington, D.C. 20231

Sent via U.S. Post Office Express Mail on October 25, 2001, Receipt No. EL 791206505 US

**THE TERRITORY AHEAD, INC.'S TRADEMARKS**

<b>MARK</b>	<b>REGISTRATION NO.</b>	<b>REGISTRATION DATE</b>
THE TERRITORY AHEAD	1,636,913	March 5, 1991
MISCELLANEOUS DESIGN	1,636,156	February 26, 1991
THE TERRITORY AHEAD	2,132,340	January 27, 1998
MISCELLANEOUS DESIGN	2,128,829	January 13, 1998
GUILT	1,964,697	March 26, 1996
ISABELLA BIRD	2,185,702	September 1, 1998

**TERMINATION AND RELEASE**  
**OF**  
**SECURITY INTEREST IN TRADEMARKS**

**THE TERRITORY AHEAD, INC.**

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of October 18, 2001, by FLEET NATIONAL BANK, a national banking association with its head office at 100 Federal Street, Boston, Massachusetts 02110, as agent (hereinafter in such capacity, the "Agent"), pursuant to that certain Third Amended and Restated Loan Agreement dated as of August 24, 1998 (as amended from time to time, the "Loan Agreement"), by and among: (a) Cornerstone Brands, Inc. and Cornerstone Brands Group, Inc. (collectively, the "Borrower"), (b) the Guarantors party thereto, (c) the Lenders party thereto and (c) the Agent. Capitalized terms used herein without definition shall have the same meaning as in the Loan Agreement.

WHEREAS, The Territory Ahead, Inc. (the "Company") has guaranteed the obligations of the Borrower under the Loan Agreement pursuant to a Guaranty (the "Guaranty");

WHEREAS, the Company and the Agent have entered into that certain Trademark, Patent and Copyright Security Agreement dated as of July 27, 2000, as amended by Amendment No.1 to the Trademark, Patent and Copyright Security Agreement dated as of June 6, 2001 (the "Agreement");

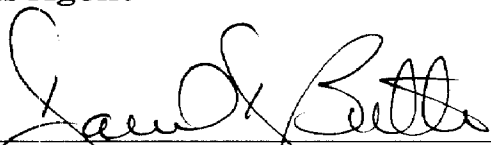
WHEREAS, the Company and the Agent have entered into that certain Notice of Security Interest in U.S. Trademarks dated as of July, 2000 (the "Notice") which Notice was recorded with the United States Patent and Trademark Office at Reel 002165, Frame 0885, both for the purpose of securing payment and performance of the Obligations;

WHEREAS, pursuant to the Loan Agreement, the Agreement and the Notice, the Company granted, assigned, transferred and conveyed to the Agent, by way of collateral security, the Collateral (as defined in the Agreement, and collectively known hereinafter as the "Trademarks", including without limitation the Trademarks identified on Exhibit A attached hereto); and

WHEREAS, the Agent has agreed to terminate and release its security interest in the Trademarks as herein provided; upon receipt of payment in full, in cash of all the Obligations due under the Loan Agreement and the other Financing Documents;

NOW, THEREFORE, for valuable consideration the Agent hereby terminates and releases its security interest in the Trademarks, including without limitation the Trademarks listed on Exhibit A attached hereto, and the Agent hereby assigns and transfers to the Company, without representation, warranty or recourse, all of the Agent's right, title and interest in and to the Trademarks effective as of the date set forth above.

FLEET NATIONAL BANK,  
as Agent

By:   
Daniel D. Butler  
Vice-President

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

October 18, 2001

Then personally appeared the above-named Daniel D. Butler, being a Vice-President of FLEET NATIONAL BANK and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said FLEET NATIONAL BANK.

Before me,

  
Notary Public JANE A. MARTIN

My Commission Expires: 2/12/02

**THE TERRITORY AHEAD, INC.'S TRADEMARKS**

<b>MARK</b>	<b>REGISTRATION NO.</b>	<b>REGISTRATION DATE</b>
THE TERRITORY AHEAD	1,636,913	March 5, 1991
MISCELLANEOUS DESIGN	1,636,156	February 26, 1991
THE TERRITORY AHEAD	2,132,340	January 27, 1998
MISCELLANEOUS DESIGN	2,128,829	January 13, 1998
GUILT	1,964,697	March 26, 1996
ISABELLA BIRD	2,185,702	September 1, 1998